

### **REMARKS**

Claims 1-82 were pending in the non-final Office Action mailed May 13, 2009. Claims 1, 19, 23-25, 27-30, 32-36, 38-42, 44-58, 62-64, and 82 are being amended. Reconsideration of the action and further consideration are respectfully requested.

#### **Interview**

The Applicant thanks Examiner Brown for the courtesy of an interview on May 30, 2009. The Applicant and the Examiner discussed proposed claim amendments with respect to claim 1. Specifically the Applicant and the Examiner discussed the "legal information communication" and the "delivering at least one document . . . with a legal information communication." The Examiner agreed that the proposed amendments overcome the art of record.

#### **§ 101 Rejections**

Claims 1-22, 29-34, 41-51, 58-62, 64-72, and 82 were rejected under 35 U.S.C. § 101 as allegedly being directed to non-statutory subject matter. Applicant reserves the right to re-present the claims at a future time in a continuing application. In order to expedite prosecution, claims 1, 29, 35, 41, 58, 62, 64, and 82 have been amended. Applicant respectfully requests withdrawal of the § 101 rejections.

#### **§ 103 Rejections**

Claims 1, 3-5, 9, 13, 15, 17-23, 27-29, 31-35, 37-42, 44, 46-47, 49-51, 53-54, 56-57, 61-64, 66, 68-70, 73-80, and 82 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 5,848,396 (Gerace) in view of U.S. Publication No. 2004/0163101 (Swix). Claims 2, 10, 45, 48, 52, 60, 65, 67, 71-72 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Gerace in view of Swix, and further in view of "The New York Post, Amazon picks a fight with Old Gray Lady," June 5, 1999, page 17, (NY Post). Claims 6-8, and 14 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Gerace in view of Swix, further in view of U.S. Publication No. 2008/0033870 (Gutierrez). Claims 11, 16, 25, 30, 36, and 43 were rejected under 35 U.S.C. § 103(a) as

allegedly being unpatentable over Gerace in view of Swix, further in view of U.S. Publication No. 2004/0186776 (Llach). Claim 12 was rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Gerace in view of Swix further in view of Official Notice. Claims 58-59 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over NY Post, in view of U.S. Publication No. 2003/0204813 (Krause). ~~The~~ Applicant respectfully disagrees.

Independent Claims 1, 23, 29, 35, 41, 62-64, 73, and 82

Claim 1 recites “determining whether the location is in a legal information communication jurisdiction . . . and delivering at least one document . . . with a legal information communication if the location is determined to be in the legal information communication jurisdiction.”

Gerace is directed to providing targeting of appropriate audiences based on psychographic or behavioral profiles of end users. *See* Abstract. The relied upon portions describe that a home page of a user can provide a weather category. *See* Col. 8, lines 52-55. The category provides long-range weather forecasts for the user's area as well as storm warnings for local areas. *See id.* at 56-57. Upon selection of the weather category, a weather display object enables display of weather information in one of two formats. *See id.* Gerace, therefore, is merely providing weather information once a user selects a weather category on their webpage.

First, the weather alerts are not “legal information communication.” Second, Gerace never “determines whether the location is in a legal information communication jurisdiction,” as recited in claim 1. Gerace is merely providing weather information for a user's local area if the user selects a weather category. The relied upon portions never makes a determination as to whether the location is a “legal information communication jurisdiction.” Finally, the weather alerts are provided *only if* the user selects the weather category, otherwise the weather alerts are not provided. By contrast, claim 1 recites “delivering at least one document . . . with a legal information communication” and not without. Therefore, Gerace does not teach or suggest “determining whether the location is in a legal information communication jurisdiction . . . and delivering at least one document . . . with a legal information communication if the location is determined to be in the legal information communication jurisdiction,” as recited in claim 1.

The relied upon portions of Swix also do not teach or suggest the claimed subject matter missing from Gerace, namely Swix also fails to teach or suggest “determining whether the location is in a legal information communication jurisdiction . . . and delivering at least one document . . . with a legal information communication if the location is determined to be in the legal information communication jurisdiction.” Accordingly, the relied upon portions of Gerace and Swix, taken alone or in combination, do not teach or suggest each and every element of claim 1, and therefore, cannot support a rejection of this claim under 35 U.S.C. § 103(a). Reconsideration and withdrawal of the rejection are respectfully requested and deemed appropriate for at least these reasons. Claims 2-22 depend from claim 1 and are allowable for at least the same reasons set forth above with respect to claim 1.

Claim 23 recites “a server that receives input and delivers documents based at least in part on the input to a location, wherein the server utilizes a legal information communication if the location is in a legal information communication jurisdiction; an identification module that identifies the location; and a processor that determines whether the location is in a legal information communication jurisdiction, the processor receiving a request and delivering a document in response to the request where delivering the document includes delivering with the document a legal information communication if the location is in the legal information communication jurisdiction.” Claim 23 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 24-28 depend from claim 23 and are allowable for at last the same reasons as set forth above with respect to claim 23.

Claim 29 recites “identifying a location associated with the request; determining whether the concept is identified with any trademark recognized by the jurisdiction of the location; and responsive to a determination that the concept is not identified with any trademark recognized by the jurisdiction of the location, providing a first document associated with the concept, wherein the identifying and the determining are performed by a processor.” Claim 29 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 30-34 depend from claim 29 and are allowable for at last the same reasons as set forth above with respect to claim 29.

Claim 35 recites “an identification module that identifies a location associated with the request; a processor that determines whether the concept is identified with any trademark

recognized by the jurisdiction of the location; and an output device that provides a first document associated with the concept if the concept is not identified with any trademark recognized by the jurisdiction of the location.” Claim 35 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 36-40 depend from claim 35 and are allowable for at least the same reasons as set forth above with respect to claim 35.

Claim 41 recites “receiving a request for a document associated with a concept; determining whether the concept is identified with a trademark; and delivering the document with a trademark legal information communication based at least in part on whether the concept is identified with a trademark.” Claim 41 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 42-51 depend from claim 41 and are allowable for at least the same reasons as set forth above with respect to claim 41.

Claim 62 recites “receiving a trademark legal information communication with a document in response to the request if the location is determined to be in a legal information communication jurisdiction; receiving and displaying a legal information communication with a document in response to the request.” Claim 62 is allowable for at least the same reasons set forth above with respect to claim 1.

Claim 63 recites “an input device that receives a document in response to the input, wherein the document is selected based at least in part on the input, and for receiving a trademark legal information communication with the document if the location is determined to be in a legal information communication jurisdiction.” Claim 63 is allowable for at least the same reasons set forth above with respect to claim 1.

Claim 64 recites “receiving a request related to a concept from a requesting system; identifying one or more documents for possible delivery in response to the request based on the concept; and determining whether to deliver the one or more documents based at least in part on one or more trademark factors and an acceptance level for trademark usage associated with the requesting system, wherein the identifying and determining are performed by a processor.” Claim 64 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 65-72 depend from claim 64 and are allowable for at least the same reasons as set forth above with respect to claim 64.

Claim 73 recites “receiving means for receiving a request related to a concept from a requesting system; identification means for identifying one or more documents for possible delivery in response to the request based no the concept; and determination means for determining whether to deliver the one or more documents based at least in part on one or more trademark factors and an acceptance level for trademark usage associated with the requesting system.” Claim 73 is allowable for at least the same reasons set forth above with respect to claim 1. Claims 74-81 depend from claim 73 and are allowable for at last the same reasons as set forth above with respect to claim 73.

Claim 82 recites “receiving a request related to a concept from a requesting system; identifying one or more documents for possible delivery in response to the request based no the concept; and determining whether to deliver the one or more documents depending on whether a trademark usage rating associated with the one or more documents complies with a trademark acceptance level associated with the receiving system.” Claim 82 is allowable for at least the same reasons set forth above with respect to claim 1.

#### Independent Claims 52 and 59

Claim 52 recites “a server that receives a request to associate a document with a concept; and a processor that determines whether the concept is associated with a trademark, wherein the processor is further configured to deny the request responsive to a determination that the concept is identified with the trademark.” The relied upon portions of Gerace describe a user selecting a weather category and as a result weather notifications being shown on a homepage. *See* Col. 8, lines 52-67. The relied upon portions do not disclose or teach any “concept” much less associating “a document with a concept.” Furthermore, NY Post discloses that the NY Times Co. demanded that Amazon.com stop using its name in promotional materials. NY Post also states that Amazon said it had received a letter from the NY Times saying it was infringing the Times’ copyrights and trademarks. *See* NY Post, page 17.

The relied upon portions of NY times doesn’t disclose any “concept” and never “determines whether the concept is associated with a trademark.” The relied upon portions merely describe that one company is accusing another company of infringing their trademarks

which is not a teaching or suggestion of determining whether any concept is “associated with a trademark,” as recited in claim 1. Accordingly, the relied upon portions of Gerace and NY Post, taken alone or in combination, do not teach or suggest each and every element of claim 52, and therefore, cannot support a rejection of this claim under 35 U.S.C. § 103(a). Reconsideration and withdrawal of the rejection are respectfully requested and deemed appropriate for at least these reasons. Claims 53-57 depend from claim 52 and are allowable for at least the same reasons set forth above with respect to claim 52.

Claim 58 recites “receiving from an advertiser a request to associate an advertisement with a concept; processing the database to determine whether the concept is associated with a trademark not owned by the advertiser; responsive to a determination that the concept is identified with a trademark not owned by the advertiser, denying the request; and responsive to a determination that the concept is not identified with a trademark not owned by the advertiser, associating the advertisement with the concept.” Claim 58 is allowable for at least the same reasons set forth above with respect to claim 52. Claims 59-61 depend from claim 58 and are allowable for at last the same reasons as set forth above with respect to claim 58.

### Conclusion

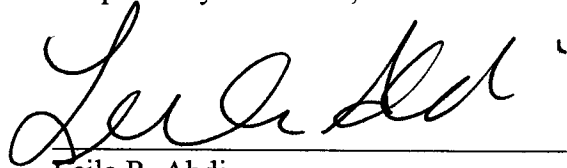
For the foregoing reasons, the Applicant submits that all the claims are in condition for allowance. By responding in the foregoing remarks only to particular positions taken by the Examiner, the Applicant does not acquiesce with other positions that have not been explicitly addressed. In addition, the Applicant's selecting some particular arguments for the patentability of a claim should not be understood as implying that no other reasons for the patentability of that claim exist. Finally, the Applicant's decision to amend or cancel any claim should not be understood as implying that the Applicant agrees with any positions taken by the Examiner with respect to that claim or other claims.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Leila R. Abdi', written over a horizontal line.

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